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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between

JACKSON TOWNSHIP
BOARD OF EDUCATION

AND

TRANSPORT WORKERS UNION
OF AMERICA, AFL-CIO
LOCAL 225

July 1, 1975

to

June 30, 1977

LIBRARY
Institute of Management and
Labor Relations

OCT 19 1976

RUTGERS UNIVERSITY

PREAMBLE

This agreement was entered into by and between the Board of Education of Jackson Township, Jackson, New Jersey (hereinafter called the Board) and the Transport Workers Union of America, Local No. 225 (hereinafter called the Union).

ARTICLE I RECOGNITION

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Jackson Township Board of Education hereby recognizes the Transport Workers' Union, A.F.L. - C.I.O., Local No. 225 as the sole and exclusive representative for collective negotiations concerning the items and conditions of employment for the following Unit certified by the N.J. Public Employment Relations Commission.

Unit: All employees of the Jackson Township Board of Education employed in:

1. Transportation excluding the Director of Transportation and any Clerical Personnel that are or may be assigned to Transportation.
2. Maintenance and Custodial excluding the Supervisors of Buildings and Grounds and any Clerical Personnel that are or may be assigned to Maintenance and Custodial.
3. Cafeteria excluding the Cafeteria Director and any Clerical Personnel that are or may be assigned to Cafeteria.
4. This recognition does not include the Superintendent of Schools, Assistant Superintendents, Business Administrator, Board Secretary,

Directors, Principals, Assistant Principals, Supervisors, Transportation Coordinator, Assistant Transportation Coordinator, clerical, teachers, nurses, Custodial Supervisor, Maintenance Supervisor, Federal Program Personnel, and police.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. Not later than November 1st of the calendar year preceding the calendar year in which this agreement expires or in accordance with the Rules of the Public Employment Relations Commission, the Board and the Union agree to enter into collective negotiations on a successor agreement in accordance with Chapter 123, Public Laws, 1975, as amended.
- B. By November 1st the Union shall present its entire written proposals to the Board.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III

GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint by a member of the bargaining unit that there has been to him a misinterpretation or misapplication of the terms of this agreement.
- B. Level One
Within ten (10) school days after the Grievant knew or should have known of the events or conditions on which the grievance is based, a grievance may be submitted, in writing, to the Immediate Supervisor by the Grievant through a Union Committee Representative. Within five (5) school

days thereafter, a written reply shall be given by the Immediate Supervisor to the Grievant and a copy of same given to the Union Committee.

Level Two

Within five (5) school days from the receipt of the Immediate Supervisor's reply, the Union may submit the grievance in writing to the Superintendent of Schools. The Superintendent of Schools and/or his Representative shall meet with the Union Section Chairman and the Union Recording Secretary within five (5) school days after the receipt of the grievance to discuss the matter. The Superintendent of Schools shall submit his decision in writing to the Union within five (5) school days after the grievance meeting.

Level Three

If the grievance is still unresolved within five (5) school days after the receipt of the Superintendent of Schools' decision, the Union may submit the matter to the Superintendent of Schools for review by the Board. The Board, or a Committee thereof, shall review the grievance and shall, if requested, hold a hearing with a Union Committee composed of one or more local Union officers, the Union Section Chairman and the Union Recording Secretary; and render a decision, in writing, within twenty (20) calendar days after the hearing.

- C. Within fifteen (15) calendar days after the receipt of the Board's reply, any grievance processed through Levels 1, 2, and 3 and not satisfactorily resolved may be submitted, by either the Board or the Union, in writing, to the American Arbitration Association.

1. The Arbitrator shall limit himself to the issue submitted to him as well as the definition of grievance contained herein and shall consider nothing else. He can add nothing to nor subtract anything from the agreement between the parties. He can add nothing to nor subtract anything from any policy of the Board of Education. The Arbitrator's decision in connection with the grievance as defined herein shall be final and binding upon both parties for the duration of this agreement.
 2. The Arbitrator's action shall be accomplished within thirty (30) days of the completion of the Arbitrator's hearing. The Arbitrator's decision shall be in writing; and shall set forth his findings of fact; reasoning; and conclusions on the issue submitted.
- D. The unsuccessful party shall pay the Arbitrator's fee and reasonable expense. All other costs shall be borne by the party incurring such costs.
- E. If, during any step of the grievance procedure it is agreed by both parties, that an employee has been unjustly suspended or discharged, such employee shall be reinstated with full seniority rights and benefits, and shall be compensated for his or her wage losses resulting from such suspension or discharge unless the parties agree otherwise.
- F. Employees elected to positions on the Union Grievance Committee (Section Chairman and Recording Secretary) shall be given time off without loss of pay when required to attend grievance hearings during their regular working hours.

ARTICLE IV
TERMINATION OF EMPLOYMENT

- A. When an employee voluntarily terminates employment, said employee shall provide the Board with at least fourteen (14) days notice of the termination day.
- B. If, an employee is brought up on charges, no suspension or discharge will be put into effect without a formal hearing by the Superintendent and/or his representative meeting with the Section Union Representative and Recording Secretary. This provision does not apply to situations requiring immediate action because of the nature of the offense.

The Union shall have the right to appeal the Superintendent's decision under this provision as outlined in Level Three of the Grievance Procedure.

ARTICLE V
UNION SECURITY

- A. The Board agrees that on the first pay day of each and every month, during the life of this agreement, it will deduct from the wages of every employee to whom this agreement applies; upon such employee's written authority, and will within five (5) days thereafter transmit to the Union such amount as the Union shall, in writing, certify to be due it from each such employee.
- B. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that

shall arise out of or by reason of action taken by the Board in reliance upon payroll deduction authorization cards submitted by individuals or the Union to the Board.

- C. In the event that agency shops for public employees become permissible under law during the term of this Contract, the Union shall have the right to reopen negotiations concerning this issue.

ARTICLE VI

BOARD RIGHTS

- A. Except for the terms and conditions contained in this agreement between the parties, the Board reserves all rights and functions vested in it by applicable laws and regulations and all other functions as are normally and customarily exercised by Boards of Education in the management of the affairs of the School District.
- B. The Union recognizes that the School District shall be governed by the Board in accordance with provisions of State Laws, Rules, and Regulations; that the Board can not unlawfully delegate its authority with reference to any decision affecting the school system; and that it is not the intent of this Agreement to violate any of the School Laws, Laws of the State of New Jersey, or Laws of the United States of America.
- C. If any provision of this Agreement or any applications of this Agreement to any employee hereby covered shall be found contrary to law, such provision or application shall have the effect only to the extent permitted by law.

ARTICLE VII

NO STRIKE - NO LOCK OUT

- A. There shall be no strike, picketing, slow down, job action or other concerted refusal to render full and complete service. Violation of this clause shall be considered grounds for dismissal and appropriate legal action by the Board.
- B. There shall be no lockout by the Board.

ARTICLE VIII

PRINTING OF AGREEMENT

The Union and the Board will each pay 50% of the cost for the printing of contract booklets.

ARTICLE IX

COMMON CONDITIONS

- A. Providing the work load permits it and providing the Immediate Supervisor grants approval, twelve (12) month employees may take vacations throughout the year. (July 1 - June 30).
 - 1. The vacation schedule is as follows:
 - Up to 5 years employment - 2 weeks vacation
 - After 5 years employment - 3 weeks vacation
 - After 15 years employment - 4 weeks vacation
 - 2. Twelve-month employees are entitled to 10 vacation days per year, (2 weeks), if they have completed twelve months of working service. Personnel employed mid-year, and not entitled to two weeks vacation, have earned .8 days per month.

Example - $7\text{-}1/2 \text{ months} \times .8 = 6 \text{ days}$

B. With a seventy-two (72) hours notice requirement employees covered by this contract are to receive up to four (4) personal days per year (July 1 - June 30 or September 1 - June 30) for reasons listed below:

1. Illness or accident in the immediate family
2. Household emergencies
3. Marriage
4. Legal business
5. Commencement exercises
6. Religious observance
7. The death of a close friend of the employee
8. Other extremely unusual commitment or emergencies

C. Employees covered by this contract shall receive one (1) day per month sick leave which shall accumulate from year to year without limit.

D. Employees shall be notified on or before October 1st, of each year of all unused sick days they have to their credit.

E. If an employee is injured while at work and is unable to continue at work because of the injury after completing more than half of his or her daily hours, such employee shall be paid for the full day (limited to one (1) day per occurrence) without any deduction from sick days.

F. All vacated or newly created positions shall be posted within three (3) days (excluding Saturday, Sunday, or Holidays), and remain posted for seven (7) days (excluding Saturday, Sunday, or Holidays). The senior qualified employee who bids for the open position shall be

awarded the position with a sixty (60) day trial period. If, after sixty (60) day trial period said employee has proven to the Board to be qualified to hold the new position, the Board shall retain said employee in the new position on a permanent basis with full seniority, benefits, and increment step.

If said employee is found to be unqualified, or if said employee is not satisfied with the new position during the sixty (60) day trial period, said employee shall revert back to his or her former position with full seniority, benefits, and at the same increment step.

- G. Regular Employees and Substitute Employees will have the opportunity to bid as provided for in Article IX, Section D, of this Contract.
 - 1. If regular employees respond to posting, said position will be filled in accordance with Article IX, Section D.
 - 2. If regular employees do not respond to the posting, said position will be filled by available qualified substitutes in seniority, from those substitutes responding to posting.
 - 3. In the event no qualified substitutes have responded to the posting, the vacancy shall be filled by the Board at its discretion.
 - 4. New employees or substitutes transferring to regular employment for the first sixty (60) days of regular employment shall be ineligible to bid on any other posted positions.

- H. All employees shall be eligible for overtime pay as follows:
 - 1. Employees shall receive one and one-half (1-1/2) times their normal pay rate for all work in excess of forty (40) hours per week.

Paid sick leave and paid holidays shall be included in determining the forty (40) hours.

2. All work performed on a Sunday in excess of forty (40) working hours per week shall be compensated at twice the applicable hourly pay rate.
- I. Any employee working in a higher classification on a temporary basis shall receive the higher rate of pay, if any, after the fifth (5th) work day.
- J. All other terms, conditions, and benefits in present school policy which have not been modified will remain in full force and effect for the term of this contract.
- K. Summer work, when available, will be offered to qualified ten (10) month employees in the classification. Where qualifications are equal seniority shall be the determining factor.
- L. Employee benefits in Board policy will be incorporated into this Agreement.
- M. Hospitalization - For all permanent employees the Board will:
 1. Pay the premium providing for single (unmarried) coverage in Blue Cross/Blue Shield/Rider J and Major Medical.
 2. Pay the premium providing for full family coverage as above.
- N. Effective July 1, 1976, the Board will, for all permanent employees, pay the full cost of the premium for the Dental Insurance program in effect in the District. This shall include full family coverage where applicable.

- O. Effective July 1, 1976, twelve (12) month employees shall receive the following paid holidays:

Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Day before Christmas
Christmas Day
New Year's Eve
New Year's Day
Washington's Birthday
Good Friday
Easter
Memorial Day

- P. Substitute employees refusing work three (3) consecutive times without proven bonafied reason in any one year shall be removed from the substitute list.
- Q. Death in Family - Up to five (5) days per occurrence for members of the immediate family defined as; parent, children, spouse, brother, sister, and any other member of the immediate family unit living in the same household. Up to two (2) days per occurrence for relatives outside the immediate family as defined above.

ARTICLE X

SPECIFIC CONDITIONS

A. Custodial and Maintenance

1. Salary

SALARY GUIDES

	Custodian and Groundsman		Maintenance	
	1975-76	1976-77	1975-76	1976-77
1.	\$7,450	\$7,950	\$7,650	\$8,200
2.	7,650	8,150	7,950	8,500
3.	7,850	8,350	8,250	8,800
4.	8,050	8,550	8,550	9,100
5.	8,250	8,750	8,850	9,400
6.	8,450	8,950	9,150	9,700
7.	8,650	9,150	9,450	10,000
8.	8,850	9,350		
9.	9,100	9,600		

- *2. Substitute employees will receive the same dollar increase as is received at Step 1 of their respective salary guide, maintaining the current differential between substitute pay and Step 1.

	<u>1975-76</u>	<u>1976-77</u>
*Custodians	\$2.80 per hr.	\$3.04 per hr.
Groundsman	\$2.80 per hr.	\$3.04 per hr.
Maintenance	\$2.79 per hr.	\$3.05 per hr.

3. CUSTODIANS and GROUNDSMAN are to work eight (8) hours per day with one half (1/2) hour lunch period within the eight (8) hours and shall be on call during lunch period because of the nature of the work, five (5) days per week, with two (2) consecutive days off.
4. For work other than regular school requirements, custodians to receive from the using agency the rate of \$3.50 per hour on week-days and \$5.00 per hour on Saturday, Sunday, and holidays. Fee to be collected from individuals involved.
5. MAINTENANCE personnel are to work eight (8) hours per day with one half (1/2) hour lunch period within the eight (8) hours and shall be on call during the lunch period because of the nature of the work, five (5) days per week, with two (2) consecutive days off.
6. Custodial or maintenance personnel called in after their normal working hours due to emergency situations will be guaranteed a minimum of two (2) hours work at the appropriate rate.
7. Inclement Weather Clothing - for regular (full-time) custodial, grounds, and maintenance personnel required to work in inclement

weather conditions the Board will furnish a full set of foul weather clothing as follows:

- a. Personnel must sign for and be responsible for the articles issued to them.
 - b. Personnel must reimburse the Board for lost articles and/or for articles damaged through negligence or misuse.
 - c. To obtain replacement, the damaged or worn out set must be turned in. If all or any part thereof is not turned in, employee to pay for replacement with Board retaining ownership of same.
 - d. Upon termination of employment, employee to return all articles issued and signed for. Employee to be financially liable for set or any part thereof not returned.
 - e. Custodians, Groundsmen, Maintenance men, and Mechanics shall be eligible to substitute part of their regular work clothes allowance for a winter jacket.
 - f. The Board will provide two (2) sets of coveralls, gloves, and boots, for garbage truck drivers.
8. Changes in starting and quitting times of custodians will only be made on a permanent basis except when changes are necessary due to an emergency or inclement weather.
9. Effective July 1, 1975, the annual Head Custodian stipend shall be:

Switlick School	\$650	Goetz School	\$750
Brookwood School	\$550	Middle School	\$750
Holman School	\$450	High School	\$850
Johnson School	\$450		

10. All custodians currently receiving an additional fifty (\$50.00) dollars for holding a Black Seal License will continue to receive this amount. Any custodians required by the Board to obtain a Black Seal License shall also receive an additional fifty (\$50.00) dollars.

B. BUS DRIVERS AND MECHANICS

1. Salary

SALARY GUIDES

	Bus Driver		Mechanic	
	1975-76	1976-77	1975-76	1976-77
1.	\$4.12	\$4.42	\$8,250	\$8,800
2.	4.25	4.55	8,550	9,100
3.	4.38	4.68	8,850	9,400
4.	4.51	4.81	9,150	9,700
5.	4.64	4.94	9,450	10,000
6.	4.77	5.07	9,750	10,300
7.	4.90	5.20	10,050	10,600
Field Trips	\$4.12	\$4.42		

- *2. Substitute employees will receive the same dollar increase as is received at Step 1 of their respective salary guide, maintaining the current differential between substitute pay and Step 1.

*For 1975-76	1976-77
\$4.02 per hr.	\$4.32 per hr.

3. Mechanics are to work eight (8) hours per day, five (5) days per week, with two (2) consecutive days off.

4. Effective July 1, 1976 BUS DRIVERS are to work four (4) to eight (8) hours per day, as required by runs, five (5) days per week, with two (2) consecutive days off. Bus drivers will not be required to clean, wash, gas, or oil buses. All school transportation vehicles are to be checked by the driver as per all State of New Jersey directives and regulations. Time to perform this check will be included in the first trip each day.
 - a. All regular drivers employed as of June 27, 1975, will be offered at least the same amount of time per day during the term of this Contract as was required by their regular runs plus cleaning and checking time during the 1974-75 school year, subject to the provisions of Article X.B.6.
5. All runs shall be picked in order of seniority and all selections shall remain firm for the entire school year (number of days, as prescribed by students' school calendar). Absent driver's pick to be made by the Section Chairman with assistance from the Vice-Chairman of Transportation. Runs will be posted for review at least two (2) days prior to the date for selecting runs. The date for selecting runs is to be during or near the last week in August. Pick sheet will indicate the estimated mileage of all runs.
6. Schedule of runs offered for pick to drivers shall include the maximum number of long or premium runs. Every effort shall be made to minimize the number of short (five (5) hours or less) runs offered for pick. Time allowed for each trip on schedule and/or extra trip minimum of one (1) hour, with the exception of present shuttle run.

7. Extra work assignments shall be assigned according to seniority if no overtime pay is involved.
8. Field trips shall be rotated from seniority list of those drivers who wish extra work. Drivers who wish extra work must sign rotation board list at beginning of school year.
9. Drivers who bid on and are scheduled for extra trips and such trips are cancelled shall be placed first on the rotation list for extra trips.
10. Drivers on extra trips that are cancelled after the driver arrives, if scheduled on the driver's day off, shall receive two (2) hours pay.
11. Driver's pay for student buses where money is to be collected from sponsoring group - 1975-76, \$22.00; 1976-77, \$26.00.
12. Station Wagon drivers to receive 20¢ per hour below the school bus drivers' guide.
13. All school buses (Type 1 vehicles) owned or operated by the Jackson Township Board of Education while in service are only to be driven by drivers on the Jackson School District Transportation Department roster.

C. FOOD SERVICE

1. Salary

SALARY GUIDES

	<u>Food Service Workers</u>		<u>Baker and/or Assistant Cook</u>	
	<u>1975-76</u>	<u>1976-77</u>	<u>1975-76</u>	<u>1976-77</u>
1.	\$2.63	\$2.83	\$3.24	\$3.49
2.	2.78	2.98	3.39	3.64
3.	2.93	3.13	3.54	3.79
4.	3.08	3.28	3.69	3.94
5.	3.23	3.43	3.84	4.09
6.	3.38	3.58	3.99	4.24
7.	3.63	3.83	4.14	4.39

	<u>Chef</u>		<u>Driver</u>	
	<u>1975-76</u>	<u>1976-77</u>	<u>1975-76</u>	<u>1976-77</u>
1.	5.46	5.81	4.06	4.31
2.	5.61	5.96	4.17	4.42
3.	5.76	6.11	4.28	4.53
4.	5.91	6.26	4.39	4.64
5.	6.06	6.41	4.50	4.75
6.	6.21	6.56	4.61	4.86
7.	6.36	6.71	4.72	4.97

Present managers to receive \$.25 per hour increase, position to be eliminated after present holders of said positions terminate employment.

Head Food Service Worker additional \$.15 per hour, over 1000 students additional \$.20 per hour.

- *2. Substitute employees will receive the same dollar increase as is received at Step 1 of their respective salary guide; maintaining the current differential between substitute pay and Step 1.

*For 1975-76

1976-77

\$2.43 per hr.

\$2.63 per hr.

3. FOOD SERVICE EMPLOYEES to work four (4) to eight (8) hours per day, five (5) days per week, with two (2) consecutive days off. Overtime to be paid after 40 hours.

4. Cafeteria Personnel working seven and one-half (7-1/2) hours per day or more to have a one-half (1/2) hour lunch period included within this time, and shall be on call during lunch period because of the nature of the work.

5. Food Service Employees uniform allowance:

1975-76

1976-77

Chef \$100.00

\$100.00

Food Service Worker \$40.00

50.00

6. Food Service Workers: Overtime and/or extra work shall be assigned to employees on a rotation basis starting with the senior employee. Such list shall continue from year to year until all employees have been offered the opportunity for overtime and/or extra work.

7. Not later than September 1, 1976, BUS CUSTODIAL EMPLOYEES will be hired.

ARTICLE XI

WORK RULES

The Board shall adopt and post reasonable rules and regulations as it may desire, provided that these rules and regulations are not contrary to or in conflict with this Agreement.

ARTICLE XII

DISCIPLINARY PROCEDURE

Violations of Board policy, rules or regulations shall be cause for disciplinary action as outlined below. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure, provided under this Contract. There shall be three (3) separate penalties applied when it is necessary to inflict discipline on any of the Employees of the Board.

- a. A written reprimand to be placed in the Employee's personnel file to be applied in the case of minor offenses. The Board shall furnish the Employee and the Union with a copy of the reprimand. The Employee shall be required to sign the file copy for the sole purpose of acknowledging that he has received his copy.
- b. Suspension from work (without pay) for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the Employee concerned, to be applied in cases of a first serious offense or continued or repeated minor ones. All suspensions shall be in accordance with the provisions of Article IV of this Agreement. Appeals

from disciplinary action shall be made in accordance with the grievance procedure.

- c. Discharge in accordance with the provisions of Article IV of the Agreement.


ARTICLE XIII

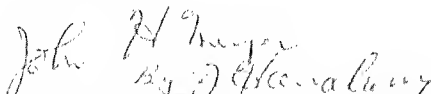
DURATION

This Agreement shall be effective July 1, 1975, for wages and effective February 23, 1976, for terms and conditions of employment, except as noted herein, and shall continue in effect until June 30, 1977.

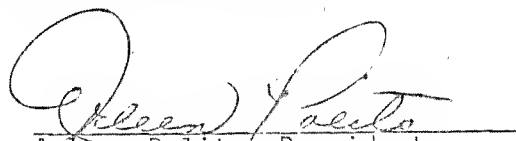
In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon.


TRANSPORT WORKER'S UNION
OF AMERICA


George Leitz, President


John H. Meyer, Secretary-Treasurer

JACKSON TOWNSHIP
BOARD OF EDUCATION


Arlene Polito, President


Rosalie Gangemi, Secretary